

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
AUG - 7 2000
DAVID J. MALAND, CLERK
BY DEPUTY 

§ §

2

22

2

2

22

22

38

8

25

§

20

2

2

22

and would state that such document speaks for itself. Golden Rule is further without sufficient information or knowledge to admit or deny that Third-Party Plaintiffs “have denied all allegations of Plaintiffs [sic].”

3. With regard to the allegations in Paragraph III, Golden Rule is without sufficient information to admit or deny whether it made medical payments (of an unidentified amount on an unidentified date) to one or more of Third-Party Plaintiffs, or whether it received unidentified refunds for any reason from one or more of Third-Party Plaintiffs, and is further without sufficient information or knowledge to admit or deny the terms of any unidentified agreements, contracts and/or plans applicable to unidentified patients of Third-Party Plaintiffs, but would state that such plans, agreements, or contracts, if any, speak for themselves. Golden Rule is further without sufficient information or knowledge to admit or deny whether one or more of the unidentified documents at issue, or claims asserted in connection therewith, would be governed by 29 U.S.C. 1302 et seq., commonly known as ERISA. Accordingly, Golden Rule denies the allegations of Paragraph III.

4. Golden Rule denies the allegations of Paragraph IV, and denies that Third-Party Plaintiffs are entitled to the relief requested therein.

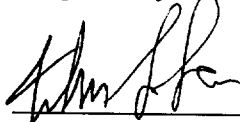
5. Golden Rule is without sufficient information or knowledge to admit or deny the terms of any agreements Third-Party Plaintiffs have with any of the other Health Carriers, and would state that any such agreements or contracts with Golden Rule, which have not been identified by Third-Party Plaintiffs, speak for themselves. Golden Rule is further without sufficient information or knowledge to admit or deny whether Third-Party Plaintiffs have complied with such unidentified contracts or agreements, if any. Accordingly, Golden Rule denies the allegations in Paragraph V, and further denies that Third-Party Plaintiffs are entitled to any relief whatsoever from Golden Rule as requested therein.

6. Golden Rule denies that Third-Party Plaintiffs are entitled to any relief whatsoever from Golden Rule, including that requested in Paragraph VI.
7. Golden Rule denies all allegations not specifically admitted herein.
8. Golden Rule would further state that some or all of Third-Party Plaintiffs' claims may be barred by the applicable statutes of limitation.

WHEREFORE, PREMISES CONSIDERED, Third-Party Defendant Golden Rule Insurance Company prays that upon final trial the Court enter judgment that Third-Party Plaintiffs take nothing, dismissing Third-Party Plaintiffs' suit with prejudice, assessing costs against Third-Party Plaintiffs and for such other and further relief to which Third-Party Defendant may show itself to be justly entitled.

DATED: August 4, 2000.

Respectfully submitted,



WM. LANCE LEWIS
State Bar No. 12314560
STRASBURGER & PRICE, L.L.P.
901 Main Street, Suite 4300
Dallas, Texas 75202
(214) 651-4857
(214) 651-4330 (Facsimile)

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing document has been forwarded to counsel of record on August 4, 2000.



WM. LANCE LEWIS